

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION

LASHANNA GIRTMON, Individually and on
Behalf of All Others Similarly Situated

PLAINTIFF

VS.

NO. 4:20-cv-00762-DPM

VERA LLOYD PRESBYTERIAN FAMILY
SERVICES, INC., AND VERA LLOYD
PRESBYTERIAN FOUNDATION, INC.

DEFENDANTS

**JOINT MOTION FOR APPROVAL
OF LIABILITY SETTLEMENT AND TO DISMISS WITH PREJUDICE**

COME NOW Plaintiff Lashanna Girtmon and Defendants Vera Lloyd Presbyterian Family Services, Inc. (“Vera Lloyd”) and Vera Lloyd Presbyterian Foundation, Inc., by and through undersigned counsel, and for their Joint Motion for Approval of Liability Settlement and to Dismiss with Prejudice, the Parties state:

1. Plaintiff filed suit against Defendants asserting individual and putative collective action claims for violation of the Fair Labor Standards Act (FLSA) and individual claims for violation of the Arkansas Minimum Wage Act (AMWA), arising out of alleged underpayment of overtime wages.

2. The Court conditionally certified a collective and authorized Plaintiff to send notice to potential Opt-In Plaintiffs on September 25, 2020, and the three Opt-In Plaintiffs who joined the collective action withdrew their Consents to Join on October 12, 2021. *See* ECF Docs. 16 and 24.

3. The Parties have reached an agreement to settle any and all liability claims under the FLSA and the AMWA arising out of the alleged failure to pay

overtime wages to Plaintiff while she was formerly employed with Vera Lloyd, subject to the Court's approval of the Parties' executed Settlement Agreement and Release (the "Agreement") attached as Exhibit 1 to this Joint Motion.

4. The settlement, if approved, will result in Defendants paying to Plaintiff \$2,000.00 (the "Settlement Payment"), which was calculated in the manner set forth in the brief filed in support of this Joint Motion. *See* Exhibit 1.

5. The Agreement specifically excludes a release of Plaintiff's claims for attorneys' fees and costs, which will be resolved by a separate motion or agreement, because the Parties have yet to resolve the issue of fees and costs. *Id.*

6. The Parties believe the Agreement is fair, reasonable, and adequate.

7. Upon approval of the Agreement, the Court should dismiss the case with prejudice and retain jurisdiction to enforce the terms of the settlement and to decide the issue of attorneys' fees and costs.

8. This Joint Motion is supported by a contemporaneously filed brief.

WHEREFORE, the Parties respectfully request that the Court approve their executed Settlement Agreement and Release, dismiss this lawsuit with prejudice, and retain jurisdiction to enforce the terms of the settlement and to decide the issue of attorneys' fees and costs.

Respectfully submitted,

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